



SPECIFIC SERVICE TERMS AND CONDITIONS FOR BUSINESS VOICE UNLIMITED BUNDLE

Global Crossing Business Voice Unlimited Bundle Service. These are the specific service terms for Global Crossing's Business Voice Unlimited Bundle Service (the "Service") which apply to the Service when provided by Global Crossing, in addition to the terms of any Master Services Agreement, Retail Customer Agreement or other Global Crossing master agreement (in each case a "Master Agreement") executed by the Customer.

[Initial-Capital Terms not defined in the Sections below appear in the Master Agreement]

1. **Specific Service Terms and Conditions - General**

1.1 The Service is an outbound (that is, originating) voice calling service.

1.2 Subject to the terms below, the Service provides Customer with calls originating from the Customer's business location and terminating to the exchanges identified in their local calling area (as defined in their local exchange company general exchange tariff) together with intrastate, interstate & intralata calls to locations in the United States for a flat-rate monthly recurring charge ("MRC").

1.3 The Service provides call termination for both wireline and cellular terminations. Termination of calls not handled directly by Global Crossing is handled by third party contractors to Global Crossing.

1.4 There is no supply by Global Crossing of equipment in connection with the Service. Customers are responsible for obtaining their own vendor to do inside wire extensions, programming of equipment, etc.

1.5 The Service is available in the following US states only: Arizona, Colorado, Florida (Bell South areas only), Georgia, Indiana, Minnesota, North Carolina, Oregon (Qwest areas only), Tennessee, Washington (Qwest areas only).

1.6 The service is not available to residential or call center customers.

1.7 Customer must give Global Crossing advanced written notice of termination of the local portion of the Service and must provide the "C" order number(s) associated with the RBOC order to remove the customer's ANI's from Global Crossing's billing account number. Termination of the Service is without prejudice to Customer's MUG commitments for other services provided by Global Crossing.

1.8 Provision of the Service is subject to a 20 line maximum, and 2 line minimum, per account.

1.9 Customer must execute a Letter of Authorization (LOA) selecting Global Crossing as its local exchange carrier and as its inter exchange carrier for, interstate, intrastate and intralata calling, and will qualify for the discounted rates available in connection with the service only if Global Crossing is selected as Customer's carrier for all three calling services. If during the Initial term for which Customer orders the Service, the Customer selects another carrier as its local carrier on some or all of its ANIs, charges for all long distance services associated with those ANIs using Global Crossing's services will, as and from the next Billing Cycle, revert to Global Crossing's DDS outbound service rates at the rate plan applicable to the Customer. If during the Initial term for which Customer orders the Service, the Customer selects another carrier as its long distance service provider on some or all of its ANIs, charges for all local services associated with those ANIs using Global Crossing's services will, as and from the next Billing Cycle, revert to Global Crossing's tariffed Local Business Line rates.

1.10 Unlimited Long Distance Minutes are available up to 1,000 minutes per ANI per billing cycle. If Customer's Long Distance usage exceeds this level Customer may be charged an additional fee of \$50 per month per ANI, or may be converted to another rate plan at Global Crossing's option.

1.11 Reselling of the Service, unauthorized three-way calling, PBX, PBX like equipment, auto dialer applications, calls to online services, broadband fax transmissions and internet/data usage are prohibited.

1.12 900/700/976/555 calling, Operator Assisted services, collect or person to person calling, Directory Assistance, Directory Assistance-call completion, calling card, toll free, or any other services or features not specifically included in this offering, are not included in the MRC and are billed separately at tariffed rates.

1.13 Operator Service charges, USF, PICC, Federal Excise Tax, EUCL, CCRC, state and local taxes, Federal/State/Local surcharges, State 911 Fee, LNP charge, or any other miscellaneous Federal/State/Local taxes or surcharges may apply to the use of the Service by Customer.

1.14 GX reserves the right to deny a Customer's request for the Service, or limit or allocate the facilities available to or utilized by the Service, in order to manage its Network in an efficient manner; meet reasonable service expectations; furnish service to existing and future customers based on forecasted customer requirements; or for any other lawful reason.

2. **Service Features.**

2.1 The Service includes the following standard features: Call Forward Busy/Don't Answer, Call Waiting, 3-Way Calling, and Caller ID. Call terminations are available for calls originating at the customer location from ANI's converted to the Service.

3. **Term, Charges and Billing.**

3.1 The Services or a portion thereof, may be regulated by the Federal Communications Commission (FCC) or State Public Service Commissions (State PSC) and will be provided in accordance with the applicable rates and terms and conditions set out in any existing state tariffs as the same may be revised from time to time by Global Crossing (the "Tariff"). For all Services provided pursuant to a Tariff, in the event of conflict between the Tariff and this document, the order of precedence for application of terms and conditions shall be first the Tariff and then these terms and conditions. However, if there is a conflict between the Tariff and the contractual terms applicable to Customer that materially affects the provision or pricing of Customer's Services, Customer may elect to terminate the Services affected at such time as such conflict occurs. If, prior to the expiration of the then current Term, Global Crossing voluntarily or involuntarily, as a result of government or judicial action or otherwise, cancels in whole or in part any Tariff on file, where one or more of the affected provisions prior to such cancellation applied to the Services, then effective on such cancellation and for the remainder of the then current Term, the Agreement shall consist of the following, in order of precedence from (i) through (iv):

- (a) The Tariff provisions that remain in effect ("Effective Tariffs"), as amended them from time to time;
- (b) Specific provisions contained in these terms and conditions that expressly apply in lieu of, or in addition to, provisions contained in Effective Tariffs;
- (c) Schedules or specific provisions relating to Customer orders that apply in addition to, but not in contravention of these terms and conditions; and
- (d) A specific term in any Tariff as of the time it is withdrawn to the extent that there is no other explicit governing term in these terms and conditions.

3.2 All charges are stated in US Dollars. All invoices will be rendered in, and are payable in, US Dollars. Customer shall select between a single consolidated invoice, or invoices classed by location in either case Customer shall be a guarantor of payment for all invoices.

3.3 All usage and Monthly Recurring Charges ("MRCs") (under current MRC eligibility rules) shall be counted towards satisfaction of Customer's Minimum Usage Guarantee (MUG), if any. If Customer's gross purchases for any given month should be less than the agreed MUG amount, the Customer will be charged the difference as a "make-up to minimum fee" to satisfy the MUG commitment.

3.4 International calls are not included in the Service. International calls placed using Global Crossing services are charged at tariffed rates. Customer agrees that if more than five percent (5%) of Customer's total outbound International traffic, in any given month and terminates to a Non Geographic Number (NGN), excluding mobile terminations, Customer will be assessed an additional charge of \$5.99 per minute for all of Customer's NGN usage generated in that month.